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AGREEMENT

Between

THE TOWNSHIP OF CARNEY'S POINT

Highway and Maintenance/ Blue Collar employees

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the International Brotherhood of Teamsters, AFL/CIO

EFFECTIVE DATES:

January 1, 2012

Up to and including

December 31, 2015

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## PREAMBLE

This Agreement, is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the **Township of Carney's Point, in the County of Salem a Municipal Corporation of the State of New Jersey**, called the "Township" and **Teamsters Local Union No. 676**, hereafter refereed to as the "Union" represents the final understanding on all bargainable issues between the Township and the Union.

## ARTICLE 1      RECOGNITION

### Section 1

In accordance with Public Employment Relations Commission Docket No. RO-90-18 the Township recognizes the union as the exclusive bargaining representative for all full time Blue Collar employees employed by Carney's Point Township in the Highway and Maintenance Department, excluding all white collar employees, professional employees, Policemen, Police Dispatchers, Crossing Guards, Firemen, Heads and Deputy Heads of Departments and Agencies, members of the Boards of Commissions, managerial executives, and all supervisors within the meaning of the Act any other Township employees.

### Section 2

The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.

## **ARTICLE 2**      **MANAGEMENT RIGHTS**

### **Section 1**

The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement and by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- A. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township
- B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
- C. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
- D. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
- E. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- F. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

G. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

## **Section 2**

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

## **Section 3**

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40A, or any other national, state, county, or local laws or regulations.

## **ARTICLE 3      UNION RIGHTS**

- A. Authorized representatives of the Union shall be permitted to inspect Township facilities, lavatory and locker room areas for the purpose of investigating grievances. The union representative shall not unreasonably interfere with the normal conduct of the work within the above-mentioned facilities
- B. The Union shall have the right to send applicants for job openings to the Township Personnel Department and the Township agrees to give the same consideration to Union-sent applicants as is given to applicants from other sources. This provision shall not be deemed to require the Township to hire Union applicants, or to preclude the Township from hiring employees from other sources. The availability of all openings for permanent positions in this bargaining unit will be posted upon the bulletin board for a period of fourteen (14) days.

### **INSPECTION OF PAYROLL RECORDS**

Whenever a complaint is made concerning wages, vacations, and/or holidays of an employee, the complaining employee shall have the right to inspect employers' payroll and time records of the employee during the Grievance Procedure.

The Union recognizes that the employer covered by this agreement must compete and keep abreast of developments in methods of distribution and must operate efficiently and economically if he is to be able to meet rising cost of operation including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his business may be operated efficiently and further agrees that it will not interfere in any way with the Employer's right to operate and manage his business provided that nothing herein will permit the Employer to violate any of the terms and/or conditions of this agreement.

If the steward or employees feel that the employer in any way violates this Agreement, the matter shall be handled in the manner outlined in the Grievance Procedure in this agreement.

## **ARTICLE 4        DISCHARGE OR SUSPENSION**

### **Section 1**

No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the Grievance Procedure provided in this Agreement Except where the provisions of this section provide for immediate dismissal or suspension, the Township will notify the Union of its intent to dismiss or suspend an employee as soon as it has been determined that action will be taken. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay.

## **Section 2**

Except where an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be heard promptly.

## **Section 3**

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense but shall receive the following discipline for violations of each category of offense:

<u>Step One</u>	Oral Notice
<u>Step Two</u>	Written Notice
<u>Step Three</u>	One (1) or more days off without pay
<u>Step Four</u>	Discharge

## **Section 4**

All written notices will stay in employees' personnel file up to 365 days from date of entry, at which time they will be reviewed and/or removed at the discretion of the Township.

## **Section 5**

The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage, or walkout.
2. Being under the influence of alcohol or controlled dangerous substances during working hours.
3. Theft or dishonesty
4. Assault on his Employer or his Employer's representative during working hours.
5. Use or possession of controlled dangerous substances during working hours.
6. Employees giving orders or countermanding orders of supervisory personnel.
7. Refusing to submit to alcohol or drug testing.

In each instance, the Employer shall promptly notify the Union of the action taken in writing.



## **ARTICLE 5      GRIEVANCE PROCEDURE**

### **Section 1**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement

### **Section 2**

Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

### **Section 3**

The term "grievance" as used herein means an appeal by either an individual employee or the Township from the interpretation, application or alleged violations of the contract, agreements, and administrative decisions affecting them and the terms and conditions of employment with respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the term and conditions of employment controlled by statute or administrative regulation or policy, incorporated by reference in this Agreement, either expressly or by operation of law, or the express terms of this Agreement.

### **Section 4**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent in writing:

#### **A. Step One:**

The aggrieved or the Union shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally.

Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance

B. Step Two

If no agreement can be reached orally within five(5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the immediate supervisor or his designated representative. The immediate supervisor or his designated representative shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

C. Step Three

If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Chairman of the appropriate Department within five (5) working days thereafter. The Chairman of the appropriate department shall respond, in writing, to the grievance within ten (10) working days of the submission.

D. Step Four

If the Union wishes to appeal the decision of the Chairman of the appropriate department, such appeal shall be presented in writing to the Township Committee within five (5) working days thereafter. The Township Committee shall respond in writing to the grievance within fifteen (15) days of the submission.

E. Step Five

Only grievances pertaining to discharges, suspensions, or contractual violations that are not settled in Steps One, Two, Three and Four are eligible for this step. Either party shall have the right to submit the dispute to arbitration within fifteen (15) working days of the resolution of Step Four pursuant to the rules and regulations of the Public Employment Relations Commission. Failure to submit a timely request for arbitration shall be deemed a waiver of the right to arbitrate

- a) The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- b) The parties direct the arbitrator to decide, as a preliminary question, whether he has the jurisdiction to hear and decide the matter in dispute.
- c) The arbitrator shall be bound by the provision of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto, and in rendering the decision, shall be bound by the Laws of the State of New Jersey and the decision of its Courts. The decision of the arbitrator shall be final and binding

#### **Section 5**

Upon prior notice to and authorization of the appropriate department Chairman, the designated Union Representative shall be permitted as members of the Grievance Committee to confer with employees and the Township of specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, and with the approval and consent of the Department Chairman, provided the conduct of said business does not diminish the effectiveness of the Township of Carney's Point or require the recall of off-duty employees

#### **Section 6**

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed

thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure. Such extension shall be in writing.

#### **Section 7**

During the pendency of any grievance, an employee shall continue to follow all directions and orders of his supervisor.

### **ARTICLE 6        DUES DEDUCTION AND AGENCY SHOP**

#### **Section 1    Dues**

- A. The Township agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs an authorization card, supplied by the union and verified by the Township Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President or Secretary-Treasurer of the Union advising of such change deduction.

- D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the treasurer.
- E. Any such written authorization may be withdrawn at any time by filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A 52:14-159e, as amended.

## **Section 2    Agency Shop**

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" ( P.L. 1941, c.100 c. 34:13A 1, et seq. ) shall take effect.

Those employees of Carney's Point Township that are in the bargaining unit on the effective date of this agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction

The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the employee by the union, during this contract. This section of the contract shall expire at the end of this contract, but may be renegotiated into a successor contract. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the

Union and the employer. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Union shall intervene in, and defend any administration or court litigation concerning this provision.

## **ARTICLE 7**      **BULLETIN BOARD**

### **Section 1**

The Union shall have the use of a bulletin board located in the Highway and Maintenance Department for the posting of notices relating to the meetings and official business of the Union. Additionally, a current seniority list with each employee's remaining sick days, vacation days, holidays, and personal days listed.

### **Section 2**

The Township will post a semi-annual accounting of each employee's total accumulated sick time, personal days, and vacation time due each employee.

## **ARTICLE 8**      **SHOP STEWARDS**

### **Section 1**

The Union must notify the Township as to the names of Stewards and accredited representatives. One (1) Steward and one (1) alternate from the Department are to be designated by the Union.

### **Section 2**

Representatives of the union who are not employees of the Township will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters without prior approval to the superintendent of the department.

### **Section 3**

The Steward or accredited employees' representative shall be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters by obtaining permission from the immediate Supervisor or his designee.

### **Section 4**

The Steward shall not give orders to employees nor countermand orders of supervisory personnel. However, the Business Agent shall have the right to investigate along with management, disputes regarding unsafe conditions.

### **Section 5**

Any Steward or alternate attempting to give orders to employees or countermand orders of supervisory personnel in violation of Section 4 of this Article, shall be subject to disciplinary action by the Township, including termination.

## **ARTICLE 9      NON DISCRIMINATION**

### **Section 1**

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation.

### **Section 2**

The Township and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any member because of the member's membership or non-membership or activity or non-activity in the Union.

## **ARTICLE 10**      **PROMOTIONS AND TRANSFERS**

### **Section 1**

All job openings or vacancies shall immediately be posted by the Township on the employee's bulletin board for a period of seven (7) consecutive calendar days. The position shall be awarded and become effective at the discretion of the Township. Any employee wishing to bid for the opening or vacant position shall do so in writing by signing the posting.

### **Section 2**

All openings or vacancies shall be filled according to seniority if the applicants are equally qualified. Each employee shall have a sixty (60) day qualification period. If at the end of the qualifying period, the Township determines that the employee is not qualified, the employee shall have no further entitlement to the position. Any employee so disqualified or who voluntarily gives up the promotion, transfer shall be allowed to resume his/her former position without penalty.

In the event the employer does not obtain sufficient or qualified employees to fill the openings or vacancies, then they may fill such positions from other sources.

## **ARTICLE 11**      **MAINTENANCE OF WORK OPERATIONS**

### **Section 1**

The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, ( i.e., the concerted failure to report for duty or willful absence of any employee from his position , or stoppage of work, or absence in whole or in part , from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The union agrees that such action would constitute a material breach of this Agreement.



## **Section 2**

The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the Union will order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstance to bring about compliance with the union order.

## **Section 3**

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## **ARTICLE 12**      **WORK PERFORMED BY COVERED EMPLOYEES**

All work performed in any classification covered under this Agreement shall be performed solely by employees covered under this Agreement; and no work under any classification covered by this agreement shall be performed by either the Employer or the employer's representatives, or any other person or employees. Nothing in this Section shall apply to temporary employees working less than 120 days (960 hrs.), court assigned individuals working without pay, employees employed under the Clean Communities Act, or volunteers working in the Township without pay. Nothing shall prevent the use of other Town employees and Foremen and Department Heads in case of emergency.

## **ARTICLE 13**      **SUPERSEDING CLAUSE**

This Agreement supersedes any and all other agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this agreement.

## **ARTICLE 14      HOURS OF WORK**

### **Section 1**

The regular work week shall consist of forty (40) hours, eight consecutive hours per day, Monday through Friday with a half (  $\frac{1}{2}$  ) hour unpaid lunch.

### **Section 2**

Employees shall be subject to call at any time for special assignments and/or emergencies.

### **Section 3**

Temporary employees shall not be used unless all available qualified, permanent employees are working.

### **Section 4**

All employees shall be entitled to one (1) fifteen (15) minute paid break during the day.

### **Section 5**

During the period from Memorial Day through Labor Day, the working hours of the Public works department shall be from 6:00 am to 2:30 pm

## **ARTICLE 15      OVERTIME**

### **Section 1**

All employees shall receive overtime pay for all work in excess of eight (8) hours in any day, at the rate of one and one half (1  $\frac{1}{2}$ ) the employee's regular base rate of pay.

### **Section 2**

Employees working on a holiday shall be paid one and one half (1  $\frac{1}{2}$  ) times the employee's regular base hourly rate of pay in addition to their regular day's pay.

### **Section 3**

During snow removal and other emergency operations, if called back to work, all hours worked in addition to the regular eight (8) hours shall be compensated at one and one half (1 ½ ) times the hourly rate, up to midnight of that day.

*(only employee's with a CDL license will be eligible to drive for snow removal)*

### **Section 4**

If an employee is called back to duty, he/she shall be guaranteed two (2) hours work and at the discretion of the supervisor, may be released early or work the full two (2) hours.

### **Section 5**

All Township employees who are required to work four (4) hours beyond their regular scheduled eight (8) hour shift shall be provided a dinner allowance of \$10.00 . also employees called in on an emergency prior to 6:00 am will be provided with a breakfast meal not to exceed \$8.00. Employees shall provide a receipt to be turned in to the Supervisor

### **Section 6**

Reasonable notice will be given if overtime is to be worked by regularly scheduled day shift employees, unless it is an emergency situation.

### **Section 7**

All employees working six (6) consecutive days shall be paid at one and one half (1 ½ ) times the hourly rate for all time worked on the sixth (6th) consecutive day.

### **Section 8**

All employees working seven (7) consecutive days shall be paid at time and one half (1 ½ ) times the hourly rate for all time worked on the seventh (7th) consecutive day.

### **Section 9**

All overtime and premium days shall be offered on a rotating basis to those qualified employees who are not working.

## ARTICLE 16      PAY PERIODS

### Section 1

All hourly paid employees shall be paid bi-monthly, each fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of the month

### Section 2

When the regular pay day occurs on a holiday, the Township shall pay the employees on the regular workday immediately preceding the holiday.

### Section 3

With each paycheck, employees shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose, all hours worked and at what rate of pay. i.e. straight time, overtime, sick time, vacation, and personal time.

## ARTICLE 17      WAGES

A. Base rate for employee wages for the duration of the contract are as follows:

	<del>2012</del> <sup>2012</sup> <del>16.90</del> <sup>16.05</sup> <del>95%</del>	2013	2014	2015
Laborer	<del>\$16.90</del>	\$17.07	\$17.24	\$17.41
Driver	<del>\$19.56</del> <sup>18.58</sup>	\$19.76	\$19.96	\$20.16
Operator	<del>\$21.22</del> <sup>20.16</sup>	\$21.43	\$21.65	\$21.86
Mechanic	<del>\$22.27</del> <sup>21.16</sup>	\$22.49	\$22.72	\$22.95

B. All employees hired after January 1, 1998 shall be compensated as follows:

1. Ninety-five percent (95%) of the base rate of pay in each classification during the first full year of service
2. One hundred percent (100%) of the base rate of pay in each classification after the first full year of service.

C. All employees that complete five (5) full years of service from the date of their hire will be entitled to twenty-five cents (\$0.25) per hour stipend to be added to the base rate of pay in their designated classification and making the base rate of pay reflect same.

- D. An employee from within the bargaining unit may be appointed to the position of Municipal Recycling Inspection and Enforcement Officer. This position shall be done in addition to said employees regular duties at no extra cost to the Township.
- E. On the last pay period of November in each year of the contract, each employee will receive a maintenance stipend of Three Hundred Fifty dollars (\$350.00) which will be paid on a separate earnings code so that such payment will not impact on the employee's health insurance contribution, pension, or base salary for future salary increase calculations. It is understood that the maintenance stipend is subject to taxation.

## **ARTICLE 18**      **SICK LEAVE**

### **Section 1**

Employees in the bargaining unit shall be allowed paid sick leave which shall be earned at the rate of one and one quarter (1 ¼ ) days per month for each month of employment, up to a maximum of fifteen (15) days in any year. Sick leave may be accumulated from year to year, but an employee may not accrue more than one hundred forty (140) days of sick leave

### **Section 2**

Sick leave shall be based upon the individual employee's regular straight time base rate of pay, exclusive of shift premiums, for the day on which he is absent from work because of such accident or illness

### **Section 3**

Sick leave may not be granted to an employee until the completion of the probationary period.

### **Section 4**

A doctors certificate may be required at the Township's option as a condition for payment of sick leave. Abuse of sick leave shall be cause for disciplinary action.

### **Section 5**

Sick leave benefits shall be integrated with welfare payments, workers' compensation or disability income. Under no circumstances will any combination of sick leave benefits with welfare, workers' compensation or disability income benefits exceed an employee's regular straight time base rate of pay or weekly rate of pay. The Township may also require a certificate of hospitalization.

### **Section 6**

Sick leave shall be payable only with respect to a work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Township.

### **Section 7**

In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

### **Section 8**

The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

### **Section 9**

No benefits will be paid by the Township, or its Insurance Carrier, if an employee is injured working a second job, (commonly called "moonlighting").

### **Section 10**

If an employee is on disability leave, the Township will allow the use of up to two and one half (2 ½ ) unused sick days per week to make up the difference for a full pay check. If an employee has no sick days on the books, he cannot receive the full week's pay check.

### **Section 11**

Sick leave shall be granted for laboratory testing, and/or doctors appointments when scheduling after working hours is not possible. If requested, the employee will provide a doctor note

### **Section 12**

Sick leave may be used in 2 (two) hourly intervals.

## **ARTICLE 19**      **TERMINAL LEAVE**

### **Section 1**

Employees retiring pursuant to the Public Employee's Retirement System with at least fifteen (15) years of continuing service shall receive forty dollars (\$40.00) for each year of service.

### **Section 2**

.Upon retirement, at age sixty (60) with twenty (20) years of service, all sick leave, vacation days, personal days and holidays shall be paid as follows :

The employee shall receive one (1) day of pay for each accumulated and unused vacation day, personal day, and holiday. The employee shall receive one (1) day of pay for every two (2) accumulated or unused sick days, except that the maximum amount which an employee may receive for sick days shall be two thousand dollars (\$2,000.00). The Township request a six (6) month advance notice of an employees desire to retire.

### **Section 3**

Upon retirement from Carneys Point Township during the tenure of this contract and after completion of thirty (30) years of service, medical, dental, and prescription coverage shall be provided for the retiree and his/her family (at the time of his/her retirement) up to age sixty five (65), providing those eligible annually certify that they have no other medical coverage.

Should the retiree move out of the area serviced by the Townships medical carrier, the retiree and his/her family shall be provided with quarterly reimbursement for the coverage providing those eligible for out of area coverage

annually certify that they have no other medical coverage and provide proof of payment to the out of area medical insurance carrier.

The maximum cost to the Township for this coverage shall not exceed fifty percent (50%) of the actual cost of the medical, dental, and prescription coverage for the retiree and his/her family up to nine thousand dollars (\$9,000.00) annually.

Any cost in excess of the agreed amount to the retiree shall be paid by said retiree in monthly installments, and failure to pay said amount by the 15<sup>th</sup> of the current month shall result in permanent and irrevocable cancellation of said health coverage.

## **ARTICLE 20**      **MILITARY LEAVE**

The Township agrees to provide all employees with military leave in accordance with Federal and State Statutes.

## **ARTICLE 21**      **JURY LEAVE**

### **Section 1**

A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee is not attending jury duty during vacation and/or other time off from Township employment;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.



## **ARTICLE 22**      **FUNERAL LEAVE**

### **Section 1**

In the event of death in the employee's parents, spouse and/or children/ Step Child, as well as legally adopted children, the employee shall receive five (5) scheduled working days off without loss of pay one of which must be the day of the funeral.

### **Section 2**

The employee shall receive three (3) scheduled working days off without loss of pay, one of which must be the day of the funeral, in the event of the death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother/sister, grandchild and grandparents.

In addition the employee shall receive one (1) scheduled working day off without loss of pay, in the event of death regarding an aunt and/or uncle

## **ARTICLE 23**      **MATERNITY LEAVE**

1. Request for maternity leave shall be made in writing no later than three (3) months prior to an effective date of leave.
2. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.
3. Such employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.
4. Additional time, without pay, may be granted to the employee pursuant to Federal and State laws as designated.

## **ARTICLE 24**      **LEAVE OF ABSENCE**

### **Section 1**

Any employee desiring a leave of absence without pay from the Township shall secure written permission from the Township with notice to the union.

### **Section 2**

Approval of such a leave of absence shall be at the sole discretion of the Township. Approval shall not be unreasonably withheld.

### **Section 3**

The maximum leave of absence shall be for thirty (30) days and may be extended for an additional thirty (30) days at the sole discretion of the Township.

### **Section 4**

Permission for extension must be secured from the Township with notice to the Union

### **Section 5**

During the period of absence, the employee shall not engage in full-time or part-time employment whatsoever. Failure to comply with this provision shall result in the complete loss of seniority rights with the employee involved, and may result in the employee's loss of employment with the Township, at the Township's sole discretion.

### **Section 6**

The employee shall be responsible for the continued payments for and may make suitable arrangements with the Township for the continuation of benefits, only if it is permitted by the specific plan.

### **Section 7**

Any employee unable to work, because of illness, injury or contagious disease, shall be granted an unpaid medical leave of absence for the duration of such condition, up to a maximum of six (6) months or sooner if released by a licensed competent medical authority to return to work. During such medical leave, the employee shall retain and accrue seniority to which he may be or may come to be entitled to but without medical or other benefits paid by the Township. The period of leave to commence from the time of illness causing the employee to remove from work duty.

### **Section 8    Expense – Paid Duties**

When an employee is required to attend a seminar or instructional meeting relating to his/her job, he/she may be reimbursed for payment of meals, and for mileage at the rate established by the Township, together with any cost for registration, or fee for such seminar or meeting, Each employee shall secure approval to attend a seminar or instructional meeting, prior to incurring expense.

## **ARTICLE 25        UNION LEAVE**

Wherever practicable, meetings between representatives of the Township and the Union for the negotiation of terms of the Agreement shall be scheduled during non-working time of affected employees. When it is necessary to schedule such meetings during regular working time, unit employees whose attendance is required shall be paid at regular straight time rates for all time required to attend such meetings.

## **ARTICLE 26      HOLIDAYS**

### **Section 1**

The following are the paid holidays to be given to the employees covered by the Agreement:

New Years Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas day
Labor Day	

When a holiday falls on a Saturday, the preceding Friday shall be designated as a holiday. When a holiday falls on a Sunday the following Monday shall be designated as a holiday.

### **Section 2**

If an employee has taken an unexcused absence on the first work day preceding, or the first work day following any of the holidays enumerated in Section 1 above, the employee shall not receive pay for that holiday, unless he works on that day.

### **Section 3**

Each employee will also receive three (3) personal days off with pay, provided that the employee obtains the approval of the Department Superintendent not less than three (3) days in advance of the personal day requested

### **Section 4**

Employees may utilize the three (3) personal days off with pay in cases of family emergencies. The written notice will be waived in such cases (i.e., sickness, accident requiring the immediate attention of the employee).

### **Section 5**

Any employee hired, and has completed his probationary period, shall be entitled to personal days back to the date of hire.

## **ARTICLE 27      VACATIONS**

### **Section 1**

Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Number of Weeks Vacation</u>
Beginning 2 <sup>nd</sup> year of service	2 weeks (10) working days
Beginning 5 <sup>th</sup> year of service	3 weeks (15) working days
Beginning 9 <sup>th</sup> year of service	4 weeks (20) working days
Beginning 13 <sup>th</sup> year of service	5 weeks (25) working days
Beginning 21 <sup>st</sup> year of service	6 weeks (30) working days

No more than Two (2) weeks of vacation may be "banked" and carried into the next year.

### **Section 2**

The vacation period shall be the calendar year from January 1, through December 31.

### **Section 3**

Employees may receive full weeks of vacation pay on their last working day prior to going on vacation. Vacation shall be picked and approved according to seniority by March 31<sup>st</sup> of the year. Vacation request received after March 31<sup>st</sup> may be approved on a first come first serve basis. The employee shall notify the Township of his/her desire either to receive the vacation pay prior to vacation or hold it until he/she returns to work.

### **Section 4**

Any employee covered by this Agreement who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken. The employee shall also be entitled to the full vacation which he/she would have been entitled to as if he was employed to the end of the calendar year.

### **Section 5**

In the event that an employee is entitled to vacation at the time of his or her death, his or her widow or his or her estate shall receive the earned vacation pay.

### **Section 6**

An employee terminated for any reason shall be entitled to vacation on pro-rata basis.

## **ARTICLE 28**      **LONGEVITY**

All full-time employees hired prior to 1/1/93 receive longevity pay according to years of continuous service as follows:

- After 5 full years of service - 2%
- After 10 full years of service - 4%
- After 15 full years of service - 6%
- After 20 full years of service - 8%
- After 25 full years of service - 10% (Maximum)

## **ARTICLE 29**      **HEALTH AND INSURANCE BENEFITS**

### **Section 1**

The Township shall provide to each employee and their families the following insurance plans; however, each employee shall be required to contribute to the cost of coverage, through payroll deduction, in accordance with P.L.2011,c.78 or other applicable law governing same:

Plans: Carney's Point Township Employee Health Care Plan.

A Prescription Drug Program:

\$10.00 Deductable for Generic Brands and \$20.00 Deductable for name

Brands

New Jersey Dental Plan in such form and providing such coverage on the Township shall determine. The dental Plan implemented in September 20, 1991

## **Section 2**

The Township shall provide and pay the premiums for life insurance for each employee employed prior to January 1, 1989. Minimum coverage shall be \$30,000.00 and there shall be an option available for double indemnity coverage. the additional premium charges for the double indemnity coverage will be paid by the employee who selects said coverage.

## **Section 3**

The Township reserves the right to change the insurance carrier if the benefits provided are equal to or better than those provided above, with a written notice to the Union.

## **Section 4**

The Township shall provide all full-time employees with prescription safety glasses at no cost to the employee and hearing aids for the employees every two (2) years at fifty percent (50%) of the cost up to eight hundred dollars (\$800.00).

## **Section 5**

The Township will provide employees with eye care coverage plan in regard to a reimbursement for eye examination and the purchase of glasses to consist of the following:

- a) The cost of such examination and any prescribed eye glasses shall be paid by the employer up to the maximum of three hundred and fifty dollars (\$350.00).
- b) The employee must incur the cost first
- c) Submit a P.O. to the finance office with a copy of the bill.
- d) The cost will be deducted from each department O.E. account only for 1998.

e) Every employee shall be entitled to an eye examination every other year by licensed physician of the employee's choosing.

#### **Section 6**

If an employee is killed during active employment (while performing work duties), the spouse and children shall receive all medical, dental, and prescription benefits to which the employee would have been entitled at the time of his/her death. The benefits for the widow/widower shall continue until such time as said widow/widower remarries or becomes eligible for medicare, whichever comes first. The benefits shall continue for the children until such time as they become emancipated.

### **ARTICLE 30**      **INJURY PAY**

#### **Section 1**

In the event an employee is injured on the job, he shall sustain no loss of pay for the balance of the day.

#### **Section 2**

The injury shall be substantiated by a doctor or hospital report.

### **ARTICLE 31**      **SAFETY**

#### **Section 1**

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property.

#### **Section 2**

Employees shall immediately report all defects of equipment in writing to the Supervisor.

#### **Section 3**

No employee shall be required to pay for loss or damage unless it shall first be proven that such loss or damage was caused by the employee's negligence or improper act.



#### **Section 4**

The Township shall maintain in good repair, sanitary conditions for its employees only, such as toilets, and hot and cold running water.

#### **Section 5**

Any employee becoming injured while on duty shall immediately report said injury to his immediate Supervisor.

#### **Section 6**

The employee, before going off duty and before starting his next shift, shall make out an accident report in writing, on Township time, on forms furnished by the Township, and shall turn in all available names and addresses of witnesses to the accident or injury.

### **ARTICLE 32**      **UNIFORMS**

#### **Section 1**

The Township will provide, at its expense, work uniforms for all new employees covered by this Agreement. The uniforms shall consist of:

- Five (5) Pair Work Pants
- Five (5) Long Sleeve Shirts
- Five (5) T-Shirts
- One (1) Parka w/hood
- One (1) Foul Weather Suit
- One (1) Jacket
- One (1) Jacket Liner
- One (1) Pair of Rubber Boots
- Gloves (on a fair wear and tear basis)

The Township shall replace any garment when such is not at the standard required by the Township – replacement shall be on a fair wear and tear basis.

Additionally, each laborer shall receive five hundred dollars (\$500.00) allowance for work shoes and uniforms per year, and each truck driver shall receive three hundred fifty dollars (\$350.00) allowance for work shoes and uniforms per year to be purchased from Township-Approved Vendors. Uniforms and gear must be worn while working or disciplinary action will be taken.

**Section 2**

All uniforms shall be returned when the employee is terminated, resigns or retires.

**ARTICLE 33**      **SENIORITY**

**Section 1** Seniority is defined to mean an accumulated length of continuous service with the Township, computed from the last date of hire. Seniority rights for employees shall prevail.

**Section 2**

An employees length of service shall not be reduced by time lost due to absence for bona fide illness or injury certified by physician, or approved leave of absence.

**Section 3**

Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge with cause
- B. Resignation
- C. Failure to return promptly upon expiration of authorized leave
- D. Absence for five (5) consecutive working days without leave or notice
- E. Engaging in other employment during a period of leave

**Section 4**

If the Township establishes different starting times for employees in the same job classification, the senior man, if qualified in the classification, shall have the choice.

**Section 5**

Once each year, during the month of January, the Township shall compile and submit to the Union in writing. Then post in a conspicuous place, a seniority list or lists from the regular payroll records. Any employee hired after said posting shall have their names added to this list in order of date of hire, and the Union shall be notified of such additions.

**Section 6**

After an employee has completed his probationary period, the employee shall gain seniority status and his seniority on the seniority list shall revert to the first day of his probationary period.

**Section 7**

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

**ARTICLE 34      PROBATIONARY PERIOD****Section 1    Permanent Employees**

All employees, prior to becoming a permanent employee with the Township shall serve a probationary period of sixty (60) days.

**Section 2    Temporary Employees**

All temporary employees who are employed nine hundred and sixty (960) or more hours in a twelve (12) month period shall be considered permanent employees after such time with no further probationary period required. This provision shall not be used to circumvent the hiring of new employees for permanent positions.

## **ARTICLE 35**      **LAYOFF AND RECALL**

### **Section 1**

Should it become necessary to lay off employees because of lack of work, the Township shall resort to strict seniority, which means the last employee hired shall be the first employee laid off, so long as the employee retained is qualified to do the work.

### **Section 2**

When the Township recalls the employee, it shall be done in the reverse order in the manner they were laid off, which means the last employee laid off shall be the first employee to be recalled, so long as the employee recalled is qualified to do the work necessitating the recall.

### **Section 3**

The Township agrees to give at least one (1) week notice whenever making seasonal or permanent lay offs to the union, Shop Stewards and the affected employees whenever possible. Where such notice is not given, the employee shall receive one (1) week's pay in lieu thereof.

### **Section 4**

Notices must be given in writing.

### **Section 5**

The Township when recalling laid off employees, shall contact the employee at the employee's last known address by registered letter, and the employee shall have five (5) days to respond to such recall notice. Any right to recall shall expire one (1) year after the date the employee was laid off.

**ARTICLE 36**      **HIRING ADDITIONAL EMPLOYEES**

**Section 1**

The Township shall notify the Union when any new employees are to be hired to fill positions within the terms of this Agreement.

**Section 2**

During the probationary period, the employee may be discharged without recourse, provided that the Township may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members.

**Section 3**

After successful completion of the probationary period, the employee shall be placed on the regular seniority list.

**Section 4**

In case of discharge within the probationary period, the Township shall notify the Union in writing.

**Section 5**

The present work force of employees shall not be reduced through the use of part-time, casual or seasonal, or non-Union employees. Any work related jobs normally performed by employees covered by this Agreement shall be manned by said employees at pay rates according to Township Ordinance.

**ARTICLE 37**      **FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

**ARTICLE 38**      **SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect unenforceable without impairing the validity and enforceability of the rest of the Agreement , including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language might appear.

**ARTICLE 39**      **CREDIT UNION**

The Employer agrees to make payroll deductions for Teamsters Local 676 Federal Credit Union purposes if the employee has provided the employer with a signed card so authorizing. Such deductions will only be remitted to the Credit Union once a month.

**ARTICLE 40**      **DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of January 1, 2012 and shall remain in effect to and including December 31, 2015, Except that the two thousand dollar (\$2000.00) limitation set forth in Article 19, Section 2 may be negotiated annually at the request of the Union.

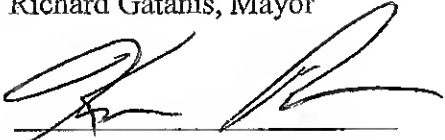
This Agreement shall continue in force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the  
Township of Carney's Point, Salem County, New Jersey on  
25<sup>th</sup> day of March 2013.

TOWNSHIP OF CARNEY'S POINT  
SALEM COUNTY, NEW JERSEY



Richard Gatani, Mayor

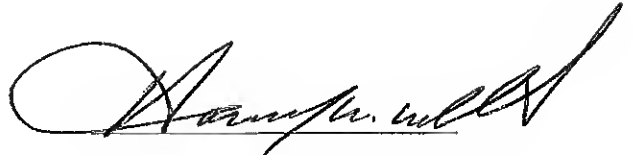


Ken Brown, Committeeman

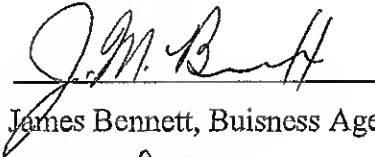


June Proffitt, Municipal Clerk

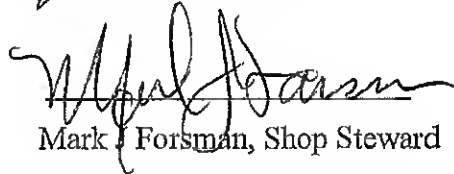
TEAMSTERS LOCAL 676



Howard Wells, President



James Bennett, Buisness Agent



Mark Forsman, Shop Steward

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